

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq. for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document of information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(h) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant <i>MILLFIELD Global Strategies</i> <i>1624 K St NW, Suite 300</i> <i>Washington, DC 20006</i>		2. Registration No. <i>6375</i>
3. Name of Foreign Principal <i>Japanese Conservative Union (JCU)</i>	4. Principal Address of Foreign Principal <i>Shinjuku InterCity Tower-A 28F</i> <i>201501 Konan, Minato-Ku, Tokyo, 108-8078 JAPAN</i>	

5. Indicate whether your foreign principal is one of the following:

<input type="checkbox"/> Government of a foreign country ¹	
<input type="checkbox"/> Foreign political party	
<input type="checkbox"/> Foreign or domestic organization. If either, check one of the following:	
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (specify) <i>NGO Political Organization</i>
<input type="checkbox"/> Individual-State nationality	

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

N/A

b) Name and title of official with whom registrant deals

N/A

7. If the foreign principal is a foreign political party, state:

a) Principal address

N/A

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(c) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

To mobilize and grow the political conservative movement in Japan and improve U.S.-Japanese ties.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

9. Explain fully all items answered "Yes" in item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Mr. J. Kido "Jay" Aoba
Founder/Chairman

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A

Name and Title

Signature

September 12, 2016

Thomas A. Bezes, Founder/President



U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form, registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

MILLFIELD Global Strategies

2. Registration No.

6375

3. Name of Foreign Principal

Japanese Conservative Union (JCU)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding:

A signed Contract.

FORM NSD-4
Revised 11/14

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Strategic Counsel and Stakeholder Outreach

• Introduction and branding to U.S. House, U.S. Senate, Executive Branch, Think-Tank & Academic communities

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose:

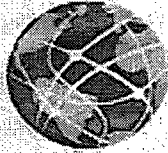
Will seek to improve relationship between U.S. and Japan through increased influence of JCU

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
Sept. 12/2016	Thomas Berus Founder/President	

Footnote: "Political activity" as defined in Section 1(o) of the Act, means any activity which the person engaging in has, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



MILLField Global Strategies

4 August 2016

**Mr. Jikido "Jay" Aeiba
Chairman
Japanese Conservative Union
Shinagawa Intercity Tower-A 28F
201501 Konan, Minato-ku, Tokyo, 108-6028, JAPAN**

RE: Strategic Counsel, International Media Relations and Stakeholder Outreach

Per our recent conversations, culminating in our meeting at 6pm on Wednesday, July 22nd at the Cleveland Ritz Carlton, MILLField Global Strategies (MGS) is honored to support Mr. Jikido "Jay" Aeiba and the Japanese Conservative Union.

MGS will provide both you and the organization with senior level strategic counsel, key stakeholder outreach, political brand development, fundraising direction, and at the agreed-upon time: international media engagement.

Our team will immediately focus efforts aimed at building and strengthening relationships between the organization and senior policy leaders, 3rd parties, your diaspora in the United States, and at the agreed-upon time: media in the United States.

For your convenience we have provided a contract, attached at the end of this document. An invoice can be provided as needed. MGS will immediately begin work with the return of the signed contract and receipt of the initial payment.

MGS International is looking forward to a long and productive relationship with you, and The Japanese Conservative Union.

Sincerely,

**Thomas A. Bezas
President
Mobile: +1(571) 332-4365
Email: tabezas@millfieldglobal.com
Skype: tabezas**

1101 Pennsylvania Ave NW, 6th Floor | Washington DC 20004 | www.MGSint.com

Privileged and Confidential



MILLfield Global Strategies

Standard Contract

ADDRESS

Mr. Jikido "Jay" Aeba
Chairman
Japanese Conservative Union
Shinagawa Intercity Tower-A 28F
201501 Konan, Minato-ku, Tokyo, 108-6028, JAPAN

RE: Strategic Counsel, Stakeholder Outreach

The Japanese Conservative Union (JCU) has agreed to retain MGS International, Inc. ("MGS") beginning 08 August 2016.

SCOPE OF WORK: Pursuant to our earlier discussions, please accept this letter of agreement to work on your behalf in the servicing of the following Scope of Work broken out in the three agreed-upon phases, as such:

PHASE 1 ⁴ August 2016 – ⁸ December 2016

- (1) Establish and strengthen relationships with entities including, but not limited to:
 - a. Presidential campaigns and affiliated political action committees,
 - b. Members and key staff of the U.S. House and U.S. Senate,
 - c. The think-tank and non-governmental organization community of influencers, and
 - d. The Japanese Diaspora living in the United States.
- (2) Engage and build interest and support from key political and governmental officials, as well as strategically targeted and democracy groups.
- (3) Assist in the raising of operational funds and contributions through marketing advice and strategic introductions toward corporations, eligible governmental organizations, relevant non-profit entities and key demographics.

J. A. JCU

 MGS

1629 K Street NW, Suite 300 | Washington DC 20006 | www.millfieldglobalstrategies.com

Privileged and Confidential



Millfield Global Strategies

PHASE 2 ⁹/₈ December 2016 - ⁸/₇ June 2017

- (1) All components of PHASE 1
- (2) Establish and strengthen relationships within the executive branch of the United States' government, with entities including but not limited to:
 - a. U.S. Department of Defense
 - b. U.S. Department of State
 - c. U.S. Department of Commerce
 - d. U.S. Department of Homeland Security
 - e. U.S. Department of Justice
 - f. U.S. Department of Energy
 - g. U.S. Department of Education
- (3) Provide strategic counsel in regard to international media, government and message development.
- (4) Articulate key policy decisions through media relations with outreach to key audiences in the U.S.

PHASE 3 ⁹/₈ June 2017 - ⁸/₇ June 2018

As phases one and two are being kept at a suppressed billing rate to accommodate the young nature and fragile financial status of The Japanese Conservative Union, in Phase 3, all efforts will increase along with the billing rate up to the agreed upon, yet still lower than market value, rate.

FEES: Total consulting fees associated with this contract between MGS and The Japanese Conservative Union have been agreed to as such:

The arrangement will be split into three phases, as described above. The billing for such phases is as follows, with the knowledge that the formalization of this document fully commits you to the entirety of PHASE 1 and only PHASE 1.

PHASE 1: \$40,000.00 (Forty Thousand) USD in monthly installments of \$10,000.00 (Ten Thousand) USD per month. The engagement of Phase 1 will begin upon receipt of the initial payment of \$10,000.00 (Ten Thousand) USD due by 8 August 2016.

J.A. JCU

 MGS

1629 K Street NW, Suite 300 | Washington DC 20006 | www.millfieldglobalstrategies.com
Privileged and Confidential



Millfield Global Strategies

PHASE 2: \$108,000.00 (One Hundred Eight Thousand) USD in monthly installments of \$18,000.00 (Eighteen Thousand) USD per month.

PHASE 3: \$264,000.00 (Two Hundred Sixty Four Thousand) USD in monthly installments of \$22,000.00 (Twenty Two Thousand) USD per month.

A 5% late fee will be assessed after 30 days tardy for each month overdue.

FUNDRAISING: Throughout all stages, The Japanese Conservative Union will remit 10% of all capital funds raised by MGS's actions and efforts. This fee will apply to the initial contributions and any and all ongoing contributions by any persons or entities introduced by MGS and MGS's actions.

EXPENSES: Throughout the servicing of this contract, expenses incurred will be billed, in addition to these fees, on a monthly basis and work will begin when the initial payment is paid in full.

Expenses will be preapproved by Yasushi Kikuta (Name),

P.R. Director (Title) (must be designated upon contract signature) and billed separately on a monthly basis as described below:

- **General Expenses:** We do not bill for regular in-house copying, postage, faxing, handling or other regular fees.
- **Significant Outside Vendors:** Significant outside vendor expenses such as private newswires (e.g., PRNewswire, NAPS), video recording and production, photography and printing, large copying or significant postage, etc. are charged at cost plus the industry standard mark up (17.65%) to cover management and administration. Should any of these expenses be required, we will consult with you for prior written approval.
- **Telephone & Network Charge:** We do not bill for local telephone calls and standard technology expenses on a per-use basis. However, we do bill at cost for international call charges and any conference call charges.
- **Travel and Meals:** All Travel and meal expenses will be billed at cost and must be preapproved. Client shall cover expenses for all travel, lodging, meals and such incidental expenses agreed to between the parties to this agreement. For international airline travel, the client shall provide business class accommodations.

1629 K Street NW, Suite 300 | Washington DC 20006 | www.milfieldglobalstrategies.com

Privileged and Confidential



MILLFIELD Global Strategies

J. A. JCU  MGS

COMPLIANCE: In the process of providing services it is understood that MGS may be required to make various foreign agent or lobbyist disclosures filings, as appropriate and required by applicable laws. MGS will prepare such filings in a diligent and timely manner. Fees regarding foreign agent or lobbying disclosure filings will not be included as part of the contract fees and will be billed separately.

SCOPE OF SERVICE: You are free at any time to expand or reduce the scope of work by letting us know what changes you require in writing. In such cases, the fee shall be revised to reflect the new scope of work.

SCOPE OF SERVICE: We agree to keep confidential any and all information concerning your business and operation which becomes known to us and which you advise us is to be considered confidential in nature. You agree to keep confidential our recommendations and confidential information regarding various communications projects in which we are now or may be involved.

INDEMNIFICATION: Since we will be acting at your direction, you agree to indemnify and hold MGS and our agents and assigns harmless with respect to any claims or actions for discovery. You also agree to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy arising out of our consultation and/or any materials or information supplied by you to us where we have acted in good faith and in accordance with your instructions; it being understood and agreed that this indemnity shall not extend to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy where we have acted contrary to your instructions or otherwise have acted with gross negligence.

CONFLICTS OF LAWS/JURISDICTION: This agreement shall be governed by, and interpreted in, accordance with the laws of the District of Columbia without regard to its conflicts of laws principles. The Japanese Conservative Union and MGS agree that any state or federal court for or within the District of Columbia shall have exclusive jurisdiction over any disputes arising under or related to this Agreement and The Japanese Conservative Union and MGS irrevocably consent to the jurisdiction of such courts and the placement of venue therein, and waives any claim that any such action, suit or proceeding in such a court has been brought in an inconvenient forum.

1629 K Street NW, Suite 300 | Washington DC 20006 | www.millfieldglobalstrategies.com
Privileged and Confidential



MILLFIELD Global Strategies

JA JCU  MGS

COMPLETE AGREEMENT: This Agreement is the complete agreement of the parties and supersedes any previous agreements, whether written or oral, between the parties. No agreement or understanding, oral or written, in any way modifies the terms and conditions set forth herein, unless noted as an addendum to this contract, dated after this contract, and signed by a partner of MGS.

JURISDICTION AND GOVERNING LAW: Any action for break of this Agreement, for enforcement of this Agreement, or for any cause of action purported to arise out of this Agreement can be commenced in the American Arbitration Association (AAA) in the District of Columbia. Each party agrees that the District of Columbia is the proper forum for the commencement of any legal action by any party to the Agreement.

TERMINATION: Either party may terminate this agreement with 45 (forty five) days written notice and payment of all outstanding fees and expenses.





However, if there is an event confirmed prior to notice, but scheduled for beyond the 45 days, the parties are contractually bound until one (1) calendar day after the completion of scheduled event.

The contract cannot be terminated until all outstanding fees and expenses have been paid according to contract terms. Upon all fees and expenses being paid in accordance with the contract terms, no other fees will be incurred after the date termination is allowed in accordance with the contract.

MEANS OF PAYMENT: Please sign this letter and return it to the address given below. Please also scan and email an additional copy. Work will start upon our receipt of this letter and initial payment specified above. Payment may be sent by wire transfer as followed:

Please Wire Funds to:

Bank: Wells Fargo Bank, N.A.

- Bank Address: Wells Fargo Bank, 420 Montgomery Street, San Francisco, CA, USA 94104
- Beneficiary: MILLFIELD GLOBAL STRATEGIES LLC
- Account # 
- Routing #: 
- Swift Code: 
- Swift Code: 

1629 K Street NW, Suite 300 | Washington DC 20006 | www.millfieldglobalstrategies.com
Privileged and Confidential



Millfield Global Strategies

J.A. JCU  MGS

As a trusted client, if needed, MGS will provide an invoice, with payment due immediately. In addition, we will provide you with a weekly report of the firm's activities on your behalf.

MGS is looking forward to a long and productive relationship with you and your party and we are eager to start working on your behalf.

I have read the above letter and agree and accept the terms and the conditions set forth therein.

Signature: 

Date: Aug 9, 2016

Thomas A. Bezas
President
MGS International

Signature: 

Date: 09/08/2016

Mr. Jikido "Jay" Aebe
Chairman
The Japanese Conservative Union

1629 K Street NW, Suite 300 | Washington DC 20006 | www.millfieldglobalstrategies.com

Privileged and Confidential